SUB COOPERATIVE AGREEMENT

between

MONTGOMERY COUNTY, MARYLAND

and

GLEN ECHO PARK PARTNERSHIP FOR ARTS AND CULTURE, INC.

RECITALS

The National Park Service ("NPS") is charged with the responsibility for administering Glen Echo Park ("Park"), part of the George Washington Memorial Parkway ("GWMP") a unit of the National Park System of the United States which is located northwest of Washington, D.C., in Montgomery County, Maryland.

In 2001, NPS completed the Glen Echo Park Final Management Plan/Environmental Impact Statement with a Record of Decision that selected the Modified Public Partnership Alternative, which called for NPS and County to implement an agreement that provided for management and operation of the Park. In 2002, NPS and County entered into a Cooperative Agreement, which terms and conditions were succeeded by the 2018 Cooperative Agreement ("2018 Cooperative Agreement"), attached hereto as Attachment A ("Attachment A") and incorporated as if fully stated herein.

In May 2002, under the laws of the State of Maryland, the County facilitated the creation of a new Maryland non-profit corporation, Glen Echo Park Partnership for Arts and Culture, Inc. ("GEPPAC"). The County and GEPPAC entered a Memorandum of Understanding on

September 5, 2002 designating GEPPAC as the management entity and setting forth the responsibilities of GEPPAC to manage and operate the Park, which Memorandum of Understanding was amended, June 2017. The creation of this Sub-Coop Agreement will replace the Memo of Understanding.

Under the 2018 Cooperative Agreement, the County is responsible for the management and operation of the Park and may delegate certain functions by agreement to Cooperators. The 2018 Cooperative Agreement designates GEPPAC as Primary Cooperator ("Primary Cooperator") (Attachment A, Article V, Section C, item g") to function as the County's onsite manager with duties as outlined in this Sub-Coop Agreement.

The 2018 Cooperative Agreement requires that NPS, the County, and the Primary Cooperator develop an Annual Work Plan that generally sets out overall operations of the Park, including but not limited to management and maintenance of the buildings and grounds of the Park, management of the Carousel and Band Organ, special events programing and fundraising events. The first approved Annual Work Plan (not yet approved) is attached hereto an incorporated herein as Attachment B.

This Sub-Coop Agreement is subsidiary and subject to the terms and conditions of the 2018 Cooperative Agreement. GEPPAC, by entering into this Sub-Coop Agreement, agrees that it will strictly abide by all terms and conditions applicable to Cooperators, as that term is defined in the 2018 Cooperative Agreement. In the event of any inconsistencies or conflicts between the terms of this Sub-Coop Agreement and those of the 2018 Cooperative Agreement, the 2018 Cooperative Agreement will control.

NOW THEREFORE, in consideration of the above stated Recitals, each of which are material terms to this Sub-Coop Agreement and incorporated as if fully stated herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and GEPPAC enter into this Sub-Coop Agreement and agree as follows:

Article I. Statement of Work

A. Under the Cooperative Agreement, the County may delegate certain functions by agreement to organizations and individuals at the Park. The Cooperative Agreement designates GEPPAC as Primary Cooperator ("Primary Cooperator") to function as the County's onsite manager for the day to day management of the Park. The County shall exercise direct oversight of the Primary Cooperator.

The Primary Cooperator shall be responsible for the following in cooperation with NPS and the County where applicable, as more specifically detailed in the Attachment A and Attachment B:

- i) The responsibilities of designated Cooperators under Attachment A, Article V, Section A, item 2 (a f)
- ii) Public programing and Interpretive Services as set forth in Attachment A, Article V Section B, where applicable, and Attachment B;
- iii) Operations, Planning and Maintenance as set forth in Attachment A, Article V Section C, where applicable and Attachment B [Annual Work Plan] and Attachment I [Assignment of Site Operational/Maintenance Responsibilities];
- iv) Annual Work Plan Coordination as set forth in Attachment A, Article V Section C, where applicable;
- v) Emergencies and Emergency Repairs as set forth in Attachment A, Article V Section C, where applicable;
- vi) Rental and Private Events as set forth in Attachment A, Article V, Section C, where applicable;
 - vii) Compliance with food/alcohol obligations as set forth in Attachment A, Article V, Section C, item 10 (b) as applicable
 - viii) Inspections as set forth in Attachment A, Article V Section C, where applicable;
 - ix) NPS Branding and Partnership Organization as set forth in Attachment A, Article V Section C, where applicable; and

- ix) The Primary Cooperator shall report on all program fees, rentals and income derived from operations of the Park, in Attachment A, Article V Section B., items 5 and 6
- B. The County will perform its duties as delineated in Attachment A, specifically as it is applicable to the Primary Cooperator.

Article II. Financial Accounting and Reporting

- A. GEPPAC shall account for all funds collected for park activities and contributions on site. Appropriate financial reports shall be submitted to the County on a semi- annual basis to ensure reporting to NPS is fulfilled as required under Attachment A. An annual audit of such financial reports will be provided to the County as well as any other reports that are necessary to enable the County to fulfill its reporting requirements to NPS. It is understood the Cooperators will be collecting funds for certain programmatic and retail activities permitted under the Attachment A and that GEPPAC will ensure all funds earned in the Park are properly accounted for and can demonstrate expenditure of these funds on Park programs, operations and maintenance through financial reports provided to the County.
- ii. As referenced in Attachment A, Article XIV, Attachment C "Glen Echo Park Investment Account Agreement" GEPPAC shall manage interest bearing accounts for Glen Echo Park for both Carousel/Band Organ and Lifecycle Maintenance uses. Details regarding these two accounts are set forth in Attachment A, Article XIV Attachment "Glen Echo Park Investment Account Agreement".
- iii. In addition to the accounts referred to in the prior paragraph, GEPPAC shall establish a Major Facility Maintenance Account to be funded with income from the Cooperators in an amount set by GEPPAC based upon the square footage occupied by Cooperators. Funds from this account shall be used to defray major maintenance and cyclical

maintenance expenses for the Park not covered by the Life Cycle Maintenance account as referenced in Attachment C [Investment Account Agreement]. Expenditures from the account shall be tracked and reported through a semi-annual audit of the Primary Cooperator which shall be provided to the County on a semi-annual basis.

Article III. Insurance and Liability Responsibilities

- A. Primary Cooperator agrees to indemnify and hold harmless the federal government, NPS, and the County from claims and damages caused by an act or omission of Primary Cooperator, its officers, employees, or agents.
- B. Primary Cooperator shall purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of <u>one million dollars (\$1,000,000)</u> per person for any one (1) claim, and an aggregate limitation of <u>three million dollars (\$3,000,000)</u> for any number of claims arising from any one incident. The policies shall name the United States and the County as additional insureds, shall specify that the insured shall have no right of subrogation against the United States or the County for payment of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk.
- C. Primary Cooperator shall provide workers' compensation protection to the United States and the County, their officers, employees, and agents, as required by law.
- D. Primary Cooperator shall ensure that its contractors and subcontractors, if any, maintain the above stated insurance requirements.
- E. Primary Cooperator shall cooperate with the federal government, NPS, and the County in the investigation and defense of any claims that may be filed with NPS or the County arising out of the activities of Primary Cooperator, its officers, employees, or agents.

F. The Parties recognize and agree that the County is self-insured. Any obligation of the County under this Article II is subject to, limited by and contingent upon the appropriation and availability of funds, as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc Sec. 5-301, et seq. (the "LGTCA"), and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time. Nothing herein contained is intended to create any rights or causes of action in any third parties or to increase the County's liability over and above the caps provided for in the applicable Maryland law.

Article IV. - Term and Modification

A. Term.

This Sub-Coop Agreement shall commence upon the date of execution by the County and shall be coterminous with the 2018 Cooperative Agreement, with an expiration date of July 20, 2028. This Sub-Coop Agreement shall automatically terminate upon (1) the expiration or earlier termination of the 2018 Cooperative Agreement, (2) upon the termination of this Sub-Coop Agreement in accordance with the terms herein contained, or (3) Primary Cooperator fails to agree to enter into a modification of this Sub-Coop Agreement to comply with the 2018 Cooperative Agreement. The provision regarding payments and reconciliations scheduled to be completed after the expiration of the Sub-Coop Agreement, and the provisions related to the obligations of Primary Cooperator with respect to financial reporting, shall specifically survive expiration and/or termination of this Sub-Coop Agreement.

B. Modification.

In the event of any modification of the 2018 Cooperative Agreement, the Primary Cooperator agrees to enter into a modification of this Sub-Coop Agreement to comply with the 2018 Cooperative Agreement. Any agreement between the Parties may be modified only by a written instrument executed by the Parties, and shall be subject to NPS's review and approval rights contained in the 2018 Cooperative Agreement.

Article V. - Default

- A. The Primary Cooperator shall be considered in default of this Sub-Coop

 Agreement and the County may terminate this Sub-Coop Agreement upon the occurrence of any
 of the following:
- Failure to perform under any term, covenant or condition of this Sub-Coop
 Agreement;
- ii. The commencement of any action or proceeding for the dissolution or liquidation of the Primary Cooperator, or for the appointment of a receiver or trustee of the Primary Cooperators property;
- iii. The making of any assignment for the benefit of the Primary Cooperator's creditors;
- iv. Any other default or breach of the terms and conditions this Sub-Coop Agreement.
- B. With respect to any matter described herein that involves the payment of monies to the County, the Primary Cooperator shall have a period of fifteen (15) days following written notice from the County to cure such default or to provide written notice to the County of its intention to object to and/or appeal the determination of default consistent with the terms set forth in 2 CFR§ 200.341 as applicable to each Federal awarding agency or pass-through entity. With respect to any matter described herein that does not involve the payment of monies to the County, the Primary Cooperator shall have a period of thirty (30) days following written notice from the County to cure such default or to provide written notice to the County of its intention to object to and/or appeal the determination of default consistent with the terms set forth in 2 CFR§ 200.341 as applicable to each Federal awarding agency or pass-through entity.
- C. In addition to all rights and remedies specifically mentioned in this Sub-Coop Agreement, the County shall have all rights and remedies granted by law or in equity. Resort to one remedy shall not be construed as a waiver of any other remedy. Failure by the County to

resort to any or all of its rights or remedies shall not be a waiver of such rights or remedies, nor an acquiescence in any action or default.

Article VI. - Publication

- A. Primary Cooperator shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or imply federal or County governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Primary Cooperator represents. No release of information by Primary Cooperator may state or imply that the U.S. Government or the County approves of Primary Cooperator's work product or considers the Primary Cooperator's work product to be superior to other products or services.
- B. Primary Cooperator agrees that all information submitted for publication or other public releases of information regarding this Sub-Coop Agreement shall carry the following disclaimer: The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the County or the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the County or U.S. Government.
- C. The Primary Cooperator agrees that any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title) or the County shall be subject to prior approval by NPS and/or the County, as applicable. The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval to the County.
- D. The Primary Cooperator shall not use any intellectual property of the United States of America or the County, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS or County employees in uniform, taglines, words, names,

symbols, or any combination thereof, used to identify the County, NPS and/or any individual Park(s), unless the NPS and/or the County, as applicable, authorizes such use in writing. The Primary Cooperator shall not acquire any intellectual property in or related to County or federal Government Improvements. The Primary Cooperators shall comply with all copyright laws.

Article VII. General and Specific Conditions

- A. Entire Agreement. It is further understood and agreed that this instrument, including the attachments, attached hereto and incorporated herein, contains the entire agreement between the Parties hereto, and the Parties shall not be bound by any statements, conditions, representations, inducements or warranties, oral or written, not herein contained.
- B. Governing Law. The provisions of this Sub-Coop Agreement shall be subject to all applicable Federal, State and County laws and regulations, including those applicable to cooperative agreements.
- C. Waiver. A waiver by either Party of a breach of any term, covenant or condition herein must be in writing and shall not be deemed to be a waiver of any subsequent breach.

D. Notices.

Any notice, demand, request or other instrument which may be or is required to be given under this Sub-Coop Agreement shall be delivered by a private mail or courier service, delivery charges prepaid, which provides delivery confirmation (such as, without limitation, Federal Express, Airborne or UPS), or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, and shall be addressed as provided below or to such other address as the County or Primary Cooperator designates by at least ten (10) days' prior written notice so long as said new address is not a post office box or facsimile number. All communications delivered, as set forth herein, shall be deemed received by the addressee on the delivery date, the delivery refusal date, or the undeliverable date, as shown on the return receipt or the delivery confirmation. The "undeliverable date" shall mean the date the notice was first unsuccessfully attempted. Notice from an attorney or agent acting or purporting to act on behalf

of a party shall be deemed notice from such party if such attorney or agent is authorized to act on behalf of such party.

COUNTY:

Montgomery County, Department of General Services Office of Real Estate 101 Monroe Street, 9th Floor Rockville, Maryland 20850 Attn: Director of Real Estate

With a copy that does not constitute a notice:

Office of the County Attorney for Montgomery County Maryland 101 Monroe Street, 3rd Floor Rockville, Maryland 20850 Attn: County Attorney

PRIMARY COOPERATOR:

Glen Echo Park Partnership for Arts & Culture, Inc.

7300 MacArthur Blvd.

Glen Echo, MD 20812

Attn: Executive Director

- E. Captions and Sections Numbers: The captions, section numbers and article numbers appearing in this Sub-Coop Agreement are for convenience only and in no way, define, limit, construe, or describe the scope or intent of any portion of this Sub-Coop Agreement.
- F. Non–Discrimination: All activities pursuant to this Sub-Coop Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); all other federal and state laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex; and with the non-discrimination in employment

policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code (2014), as amended.

- G. Non-Appropriation of Funds. Any obligation of the County under this Sub-Coop Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds. If funds are not appropriated, for any reason whatsoever, this Sub-Coop Agreement will automatically terminate on July 1 of the calendar year which the County does not appropriate funds. County shall make reasonable efforts to give NPS and the Primary Cooperator at least thirty (30) days written notice of the lack of appropriation.
- H. Assignment. No part of this Sub-Coop Agreement shall be assigned to any other party without prior written approval of the County.
- I. Agency. Primary Cooperator is not an agent or representatives of the County, the United States, the Department of the Interior, NPS, or the Park, nor will it represent itself as such to third parties.
- J. Non-Exclusive Agreement. This Agreement in no way restricts the County from entering similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- N. Survival. All provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Sub-Coop Agreement shall survive and be enforceable after the expiration or termination of this Sub-Coop Agreement. All liabilities, actual or contingent, which have arisen during the term of and in connection with this Sub-Coop Agreement shall survive expiration or termination of this Sub-Coop Agreement.
- O. Partial Invalidity. If any provision of this Sub-Coop Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Sub-Coop Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected

thereby and each provision of this Sub-Coop Agreement shall be valid and be enforced to the fullest extent permitted by law.

- P. No Employment Relationship. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS or its representatives or the County or its representatives and the Primary Cooperator. No representative of the Primary Cooperator shall perform any function or make any decision properly reserved by law or policy to the County or Federal government.
- Q. No Third-Party Rights. This Agreement creates enforceable obligations between the County and the Prime Cooperator. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by, or any duties or obligation in favor of, persons or entities not a party to this Agreement.
- R. Prohibition on Text Messaging while Driving: Primary Cooperator shall not engage in text messaging while driving company—owned or —rented vehicles, or federal government or County—owned or leased vehicles, or while driving privately owned vehicles when performing any obligations contemplated under this Sub-Coop Agreement.
- S. Seat Belt Provision. Primary Cooperator is strongly encouraged to adopt and enforce on–the–job seat belt use policies and programs for its employees when operating vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- T. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

The following shall apply to the extent this Sub-Coop Agreement is over the simplified acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

- i. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239).
- ii. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- iii. The County and GEPPAC shall insert the substance of this clause, including this paragraph (c), in all sub awards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

U. Conflict of Interest

- i. Primary Cooperator shall not use its position under this Sub-Coop
 Agreement for purposes that constitute or present the appearance of a personal or organizational
 conflict of interest. Conflicts of interest include any relationship or matter which might place the
 Primary Cooperator or its employees in a position of conflict, real or apparent, between their
 responsibilities under this Sub-Coop Agreement and any other outside interests. Conflicts of
 interest may also include, but are not limited to, direct or indirect financial interests, close
 personal relationships, positions of trust in outside organizations, consideration of future
 employment arrangements with a different organization, or decision—making affecting Primary
 Cooperator's obligations under this Sub-Coop Agreement that would cause a reasonable person
 with knowledge of the relevant facts to question the impartiality of the Primary Cooperator in the
 matter.
- ii. The County will determine if a conflict of interest exists. If a conflict of interest exists, the County will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the County in writing.

iii. Failure to resolve conflicts of interest in a manner that satisfies the County may be cause for termination of this Sub-Coop Agreement.

V. Minimum Wages Under Executive Order 13658

The Primary Cooperator shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order 13658 minimum wage requirements insofar as the Executive Order does not conflict with any State, County, or federal law. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages owed to their respective employees. This provision does not create rights in any third-party.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS, WHEREOF, the parties hereto have executed this Sub-Coop Agreement on the date(s) set forth below.

MONTGOMERY COUNTY MARYLAND

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By: A terme	JUL
Name: Serome Netcher	

Title: Assistant Chief Administrative Officer

Date: 11 4 9

GLEN ECHO PARK PARTNERSHIP FOR ARTS AND CULTURE, INC.

By: Kaller Con

Name: Katharine Boernor	
Title: Executive Director	
Date: ///21/19	
APPROVED AS TO FORM AND LEGALITY:	RECOMMENDED BY:
By:	By: C. Thic B
Name: Neal Anker	Name: Cynthia Brenneman
Title: Associate County Attorney	Title: Director, Office of Real Estate
Date:	Date: 11/12/19

Attachment A Cooperative Agreement

P18AC00845

Between

THE UNITED STATES DEPARTMENT OF INTERIOR NATIONAL PARK SERVICE

AND

MONTGOMERY COUNTY, MARYLAND

DUNS No:062014378

<u>Department of General Services</u>

101 Monroe Street, 9th Floor Rockville, MD 20850

<u>CFDA</u>: 15.954 - National Park Service Conservation, Protection, Outreach, and Education. <u>Project Title</u>: GLEN ECHO PARK PROGRAM MANAGEMENT AND OPERATIONS <u>Amount of Federal Funds Obligated</u>: \$0.00. Property Assignment: The NPS's contribution consists of the Assigned Lands and Government Facilities and Improvements.

<u>Total Amount of Award</u>: \$0.00. Property Assignment: The NPS's contribution consists of the value of Assigned Lands and Government Facilities and Improvements. Period of Performance: Ten (10) years from the date of last signature.

This Cooperative Agreement (Agreement) is entered into by the National Park Service (NPS) within the U.S. Department of the Interior, and Montgomery County, Maryland ("County").

ARTICLE I – BACKGROUND AND OBJECTIVES

The purpose of this Agreement is to renew and update the partnership between the NPS and County and its Cooperators, to ensure that Glen Echo Park (Park), part of the George Washington Memorial Parkway (GWMP), a unit of the National Park System, continues to serve as a renowned arts and cultural destination park that also preserves and promotes nationally significant historic resources and stories, protects the viewshed of the Potomac Gorge, and provides the highest quality visitor experience.

The NPS is charged with the responsibility for administering the National Park System, which contains areas reflecting the nation's cultural and historical heritage. The NPS preserves and manages these areas for the benefit and inspiration of all the people of the United States. The Park is owned by the United States and administered by the NPS as

part of the George Washington Memorial Parkway. For over a century, the 9.3-acre Park has served the region as a center for education, entertainment, and cultural development.

This special site has been a National Chautauqua site (1891), an amusement park site (1899-1968), and an NPS managed arts and cultural park (1976-present). The Park became part of the National Park System through a land exchange in 1976, in part to protect the Potomac Gorge from visual impacts associated with the potential development of the Park. In June 1984, the Park was added to the National Register of Historic Places for its architecture and for its commercial, educational, and recreational uses.

In May 2001, the NPS completed the Glen Echo Park Final Management Plan/Environmental Impact Statement with a Record of Decision that selected the Modified Public Partnership Alternative. This alternative called for the NPS and County ("the County") to enter into an agreement that provided for management and operation of the Park. In 2002, the NPS entered into a Cooperative Agreement with the County. The same year, the County facilitated the creation of a new non-profit, Glen Echo Park Partnership for Arts and Culture ("GEPPAC"), and entered into an agreement with the organization to serve as the primary on-site cooperator for the County.

Today, the Park is a vibrant and active site that promotes the interpretation of the historic resources as a renowned arts and cultural destination park. The objective of the agreement is to renew the public-public partnership so that these unique and educational visitor experiences and park resource protection continue over the long-term. This will be accomplished by assigning federal lands and facilities to the County to maintain the park in a manner that follows NPS laws, regulations, and policy. The Agreement allows the County to sub-assign to cooperators, such as GEPPAC. The County and its Cooperators are authorized to generate funds through activities and fees charged for programmatic use of the facilities in support of the Park and its programs and facilities. The public-public partnership also enables the NPS and County to engage in strategic planning related to deferred maintenance and capital improvements and to ensure the operations are in keeping with environmental and historic requirements for federal property.

Public Purpose:

Glen Echo Park is to serve as a multi-use park centered on the arts and humanities to provide artistic, educational, cultural, environmental, and history programs in service to the public. The Park serves as a venue for both aspiring and master artists to explore, develop and share their skills with students and other park visitors. The Park services programs that preserve traditional arts and respond to contemporary interests to attract a diverse audience. The types of programming presented include but are not limited to:

performing and visual arts exhibits, and classes; public festivals; and environmental and history programs. The programs and performances at the Park provide visitor experience opportunities that engage and attract a diverse visitor base, not only from the DC area, but from all over the United States and around the world.

Furthermore, this Agreement serves a public purpose by promoting land management and conservation practices that will continue to protect the historic integrity of the Potomac River Palisades and water quality of the Potomac River. Additionally, this Agreement promotes appropriate historic preservation of facilities within the Park that are defined as historically significant or contributing to the defined historic district (as delineated under the National Historic Preservation Act). This Agreement allows the Park to be maintained and protected according to federal land use regulations, including the laws and regulations applicable to the National Park System, so that it may be enjoyed by future generations.

ARTICLE II – AUTHORITY

The NPS enters into this Agreement under the authority of: 54 U.S.C. § 100101 et seq. (NPS Organic Act), 54 U.S.C. § 320102(f) (Historic Sites Act), 54 U.S.C. § 101702 (Cooperative Agreements).

The County enters into this Agreement under the authority of: Title 10 of the Maryland Local Government Article.

ARTICLE III - DEFINITIONS

Assigned Lands - means the lands within Glen Echo Park, including the Government Improvements (defined below) used by the County.

Capital Improvement - refers to projects that are outside the scope of routine and cyclical maintenance including but not limited to construction of new facilities and major repairs such as work related to replacing or upgrading components such as roof, AC, or furnace, facility expansions, extensive plumbing or electrical work, repairs requiring heavy equipment, and other improvements to buildings, structures, and bridges.

Cooperators – means organizations with a direct relationship to the County which provide services and visitor experiences in the Park. Cooperators will be considered Subrecipients as that term is defined in 2 C.F.R. Part 200 for the purposes of this cooperative agreement.

Government Improvements - means the buildings and structures within Glen Echo Park as well as the utility systems, fixtures, equipment, and other government-owned improvements upon the Assigned Lands, constructed or acquired by NPS in

whole or in part and provided for the purpose of this Agreement. Any additions, alterations, improvements, or replacements heretofore or hereafter to Government Improvements shall become the property of the U.S. Government. Nothing herein shall be deemed to create in the County or any of its Cooperators any right, title, interest, or any possessory interest in the Government Improvements, or in improvements to such Government Improvements, made available for their use by this Agreement.

Grounds – refers to all the areas outside the exterior of the buildings to include all permeable and non-permeable surfaces. Grounds includes the planting beds, the picnic area, the asphalt surfaces, grassy areas, benches, trashcans, bike racks, snow and ice operation, handrails, interpretive signs, kiosks, bulletin boards, playground equipment, playground surfaces, pathways, and the putt-putt area.

Park Facilities- refers to permanent and temporary structures including the Grounds, the utility systems (potable water, sanitary systems) fire hydrants, site electrical, communication systems, storm water drains system HVAC systems, and neon.

Permit – means written authorization to engage in uses or activities that are otherwise prohibited, restricted or regulated. This includes the "blanket permit" for scheduled activities agreed to in this Agreement or in the Annual Work Plan.

Program Income - means income from fees for services performed as well as income from the use of real or personal property assigned or acquired under Federal awards to the Park.

Recipient - means a non-federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include Cooperators. "County," "the County," and "Recipient" may be used interchangeably under this agreement.

Routine and Cyclical Maintenance - refers to projects to maintain an asset in its normal state of repair with similar material in keeping with the original design of the structure. These are considered ordinary maintenance, repairs, and replacements for daily operation of the Park. Examples of Routine and Cyclical Maintenance may include functions such as: recurring and preventative maintenance, custodial functions (such as routine cleaning), changing light bulbs and furnace filters, cleaning gutters and downspouts, maintenance of appliances, trash removal, snow removal, lawn maintenance, interior painting, public utility servicing, and other repairs that do not involve construction.

ARTICLE IV - LAND ASSIGNMENT and PROPERTY UTILIZATION

The County may use the Assigned Land and Government Improvements within the Park pursuant to the terms of this Agreement and all attachments and as identified in map Attachment A. The County has no additional explicit nor implied rights or interests in

the Assigned Lands and Government Improvements other than those set forth in this Agreement.

The NPS and the County will have shared use of the large Clara Barton National Historical Site Parking Lot and the Park adjacent lot identified in map Attachment A. Visitors to Clara Barton National Historical Site shall be provided exclusive use of the ten (10) parking spots closest to Clara Barton. In addition, the NPS and County will share administrative office space onsite.

The County may not transfer the use, assignment, or benefits of the Assigned Land and Government Improvements without review and prior written approval of the NPS. Any third-party use of Assigned Land and Government Improvements must directly support the purpose and objectives of this Agreement and the third-party is to be bound by the terms of this Agreement.

An NPS-approved third-party recipient of Assigned Land and Government Improvements may not further assign nor transfer such assignments to a fourth party or beyond.

In the event of damage to or destruction of, in whole or in part and by any cause whatsoever, the Government Improvements assigned for use by the County, nothing contained in this Agreement shall be deemed to require NPS to replace or repair such Government Improvements. If NPS determines in writing, after consultation with the County that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the County, NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then either party may terminate the Agreement.

The County will have no ownership interest in any tools, equipment, and personal property furnished by NPS. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. NPS acknowledges that the County is self-insured and that the County's liability is limited under §§ 5-301, *et seq.* and 5-5A-02 of the Maryland Courts and Judicial Proceedings Article.

ARTICLE V – STATEMENT OF WORK

- A. General Responsibilities of NPS and the County: The parties will work together in good faith to ensure the continued success of the Park.
 - 1. County agrees to directly manage:
 - a) Routine and life-cycle maintenance and repair of all facilities used in the operations of the Park at its sole expense
 - b) Custodial services
 - c) Financial accounting and reporting responsibilities, including accounting and reporting of all program income, donations, and fundraising revenues
 - d) Oversight and management of Cooperators
 - e) Payment of all utility costs directly to the provider. Installation of any additional utilities or sub-meters
 - 2. County may enter into agreements to sub-assign to designated Cooperators responsibility for:
 - a) Managing arts, educational, and other public programs
 - b) Operating the carousel and band organ
 - c) Managing private event rentals
 - d) Food, beverage, and alcohol sales
 - e) Other retail outlets
 - f) Generation and collection of program income from fees and sales
 - 3. NPS agrees to retain responsibility for:
 - a) Compliance with the National Environmental Policy Act (NEPA) and the National Historic Preservation Act (NHPA)
 - b) Providing uniformed NPS rangers or Volunteers-in-Parks who will provide interpretive programs on the history of Park
 - c) Capital improvements review and approval
 - d) Law enforcement

B. Public Programming and Interpretive Services

- 1. County and Cooperators will promote the Park as an important historical, arts, cultural, and educational destination, and part of George Washington Memorial Parkway.
- 2. NPS, County and Cooperators will collaborate annually to establish the public programming goals and events for the park.
- 3. County and Cooperators provide educational, interpretative and educational demonstrations, such as resident artists, to share a diverse range of skills, crafts, and artistic techniques with the public.

- 4. In coordination with County and Cooperators and based on an agreed upon schedule, NPS will provide uniformed NPS rangers or Volunteers-in-Parks to provide interpretive programs in the Park.
- 5. The County or Cooperators may charge admission fees to performances and fees for special programming, classes, camps, and other activities. The collected program income must be reported to NPS and expended on the operation of the Park.
- 6. The County and Cooperators will operate programmatic and thematic retail outlets that support the mission of the Park. Items for sale must relate to the interpretive themes of the Park. Program income from these activities must be reported to NPS and expended on the operation of the Park.
- 7. The County and Cooperators will develop and supply all promotional materials, interpretive brochures, print material, and online/mobile content in support of programs. The County and Cooperators will ensure public materials follow Section XXX and will obtain NPS approval of those for public materials that refer to the NPS or to this Agreement.
- 8. The County will recruit and supervise volunteers to assist with Park activities and with the in-park service projects. The County shall report volunteer numbers and hours annually to the NPS.
- 9. The Dentzel Carousel and Band Organ is a signature historical feature of the Park. The NPS, County, and Cooperators will establish the public schedule, maintenance plans, fees structure, associated with the operation and public enjoyment of the Dentzel Carousel and Band Organ within the Annual Work Plan (Attachment B) and the protocols related to the funds to be deposited and disbursed from the interest-bearing account (Attachment C).

C. Operations, Planning, and Maintenance:

1. Assignment

a. NPS hereby assigns use and day-to-day management of The Park to County subject to the terms of this Agreement.

2. Sub-agreements with Cooperators

- a. The Parties acknowledge that there will be sub-agreements (third-party agreements) with Cooperators, non-profit organizations or civic groups that provide services and otherwise support the objectives of this Agreement and enhance the Parties' mutual goal of providing safe, enjoyable recreational and educational activities and programs in the Park.
- b. All sub-agreements between the County and Cooperators must be consistent with and subsidiary to the terms of this Agreement.

- c. The NPS shall review and approve in writing all sub-agreements entered into under this Agreement within 30 days. If NPS does not act within 30 days, the sub-agreements will be deemed approved.
- d. Cooperators may not further assign responsibilities under this agreement unless the County is the primary party to the Agreement.
- e. The County is wholly responsible for guaranteeing Cooperators' compliance with the terms of this Agreement and with all applicable NPS laws, regulations, and policy.
- f. Prior to entering into sub-agreements, the County will provide NPS with verification that Cooperators have obtained adequate insurance commensurate with their activities, the historic resources, expected public involvement, and associated risks as determined by a reputable insurance provider in accordance with Article X.
- g. The County will designate a single entity, currently the Glen Echo Park Partnership for Arts and Culture (GEPPAC), to function as the Primary Cooperator under a contract with the County for park administration, programming and events. The County shall exercise direct oversight of the Primary Cooperator and regularly review its activities. NPS will be notified of board meetings and have a standing invitation to attend. The agreement with the Primary Cooperator shall be subject to the provisions of this section and the terms of this Agreement.

3. Annual Work Plan and Coordination

- a. NPS, the County, and all Cooperators will collectively meet once a year to develop an Annual Work Plan that generally sets out programming, operations, maintenance, special events, and fundraising plans, requirements, and expectations for the year. A template Annual Work Plan is attached as Attachment B.
- b. NPS, County, and Cooperators will use the Annual Work Plan to define the proper NEPA and NHPA compliance required for work to be completed in a timely fashion.
- c. NPS will collaborate with the County and its Cooperators during the annual development of public programing, education, and interpretation goals at the Park.
- d. NPS, County, and all Cooperators will meet semiannually to review the status of the Annual Work Plan and operations at the Park.
- e. Cooperators must apply to the NPS for Special Use Permits for any special events not covered by the Annual Work Plan.

- f. The annual maintenance projects identified in the Annual Work Plan will be guided by Attachment D, the Facilities Management Guidelines, and as supplemented or amended in the future.
- g. County will make best efforts attend, and will request its Cooperators to attend, NPS quarterly meetings with all GWMP partners to encourage coordination and collaboration across GWMP partners and park sites.

4. Maintenance and Utilities

- a. The County shall fully maintain and repair all buildings used in its operations in general accordance with Attachment D: Facility Management Guidelines, including maintenance of Assigned Lands and Government Improvements, structures, and all necessary housekeeping activities associated with its operations.
- b. The County is responsible for maintaining utility services and meters, including water, sewer, sanitary sewer, storm collection, telecommunications, electricity, gas, and refuse disposal within the Assigned Lands and Government Improvements, as may be lawfully required by the utility provider or NPS. Should NPS plan infrastructure improvements involving utility services that affect the County, NPS will share such plans with the County so that cost and timing benefits may be coordinated. If the County does so, it shall arrange for, and bear the cost of, restoration or repair of the affected utility service.

5. Natural and Cultural Resource Management

- a. The County is responsible for using its best efforts to protect the Park's natural and cultural resources, including the Park's historic structures, as well as resources associated with the Potomac Gorge viewshed. Natural and cultural resource management projects and activities will be identified within the Annual Work Plan.
- b. NPS remains responsible for compliance with NEPA and NHPA.

6. Law Enforcement

- a. Until such time as the County has entered into agreements with the United States Park Police for Delegation of Authority, the United States Park Police (USPP) will be responsible for routine and emergency law enforcement for the Park, for First Amendment activities, and for permitted special events, including events provided for under the Annual Work Plan.
- b. As necessary, the USPP may request assistance from the County Police Department (MCPD) and the MCPD may provide that assistance in accordance with the law.

7. Emergencies and Emergency Repairs

- a. If an emergency exists, the County or Cooperators may take immediate actions that are urgently needed to mitigate harm to life, property, or important natural, cultural, or historic resources. If the County or Cooperator believes there is an emergency, the County or Cooperator should contact the NPS as soon as possible. The NPS is required to document in writing that an emergency occurred and describe the actions taken in response to the emergency.
- b. NPS may require immediate action or stoppage of activity of the County or a Cooperator in emergency situations. NPS will deliver notice of an emergency to the County, which will provide emergency contacts. After notice to Montgomery County, NPS reserves the right to contact Cooperators directly in the case of emergencies. Follow-up actions that are taken in response to an emergency, but that are beyond the scope of actions needed to control immediate harm to life, property, or resources presented by the emergency, are subject to the normal federal compliance and must be coordinated with the NPS.

8. Federal Government Closure

a. In the event of a federal government closure, the County has the authority to keep the park open for operation, with the understanding that NPS will not be able to offer any operational support during the closure.

9. Rentals and Private Events

- a. The County or Cooperators may allow assigned spaces and facilities to be used for private events, and may charge a fee for such use, under the following conditions:
- b. All program income from the rentals or fees must be reported and directly support the mission and public purpose of the Park
- c. The County or Cooperator must directly operate the reservation system to ensure quality of service and consistency with NPS requirements. The County or designated Cooperator may engage and recommend third parties for any catering or other services on a non-exclusive basis but must make clear that parties are welcome to reserve the area with another caterer or no caterer, with the understanding that not all facilities may be available if a different caterer is used.
- d. The County must offer groups renting space an interpretive program or thematic experience about the Park and its history and encourage groups to visit the Park and enjoy public programs. These interpretive opportunities should be highlighted prominently on site promotional material.

10. Food / Alcohol permits

- a. The use and possession of alcoholic beverages within the Park is allowed in accordance with the provisions of 36 CFR 2.35.
- b. The County shall ensure that all inspections and permits related to the use and sale of alcohol and food service are in place for park facilities and are available for NPS review and inspection.

11. Demonstrations and Special Events by Outside Groups

a. NPS retains authority to permit third party demonstrations and special events (as opposed to private event rentals) under 36 C.F.R. § 7.96. NPS will work with the County and Cooperators to avoid conflicts with calendared events as best as possible when permitting these third-party demonstrations and events.

12. Parking Lots

- a. The County and the public may use the parking lots daily and for festival and permitted and approved special events. The County shall be responsible for snow removal in both lots.
- b. Visitors to Clara Barton National Historical Site shall be provided exclusive use of the ten (10) parking spots closest to Clara Barton.

13. Fundraising and Philanthropic Support

- a. All fundraising will be compliant with Director's Order-21.
- b. Donor recognition will be in accordance with the GWMP Donor Recognition Plan, attached as Attachment E.
- c. Donations will be vetted and reviewed by County and NPS in accordance with the Donor Review Process, attached as Attachment F.
- d. Specific fundraising plans and activities by the County or its Cooperators will be addressed in the Annual Work Plan or separate capital campaign agreements as necessary.
- e. The County shall ensure that the Park Life Cycle Maintenance Account and the Park Carousel Account are maintained following the terms set forth in Attachment C.
- f. The County is responsible for the reporting and retention of records related to deposits to the Life Cycle Maintenance Account.
- g. The County shall ensure fundraising reporting requirements are met annually.

14. Capital Improvement Planning:

- a. NPS retains oversight and approval of planning, design, and construction of Capital Improvements, major repairs, rehabilitation, or restoration projects prior to work being done. NPS and the County may enter into separate agreements related to partner planning, design and construction of such projects. Contracting and fundraising for Capital Improvements are outside the scope of this Agreement.
- b. The Parties will work together to develop a strategy to address any capital improvements. The NPS process to complete any park improvements includes the development of approved concept plans, completion of NEPA and NHPA processes, National Capital Planning Commission review and approval, prior to implementation of any improvements or modifications.
- c. During strategic planning, new proposals for construction of structures, buildings, and improvements will only be approved in the pool and maintenance area and only if they are consistent with the Park's management plan, mission, and goals.
- d. In order to set out the parties' roles and responsibilities in the process to develop detailed plans and specifications based on the approved concept plan and to construct the improvements in accordance with the approved plans and specifications, the Parties will execute an NPS partner-design and construction agreement, modified appropriately to reflect the fact that the County is a governmental entity.
- e. Capital Improvements will be implemented under separate agreements and will be subject to the availability of funds from the County and NPS. This agreement does not commit any appropriated funds for any Capital Improvements.

15. Inspections

- a. NPS may inspect/audit County or Cooperators' operations or financial records relating to this Agreement and sub-agreements at any time as permitted by law.
- b. County, NPS, and all Cooperators shall, at least once per year, jointly conduct inspections of the Park with the Park's fire inspector and safety officer.
- c. County, NPS, and all Cooperators shall, at least once per year, jointly conduct a formal operations evaluation of the Park.
- d. The NPS will develop a written report documenting any safety, maintenance, or fire deficiencies and provide to the County and Cooperators within 30 days of the inspections.

e. The County shall, in a timely manner, correct any deficiencies found by the inspections.

16. Commercial Filming

- a. All commercial filming activities taking place within the Park require an NPS permit. Commercial filming means the film, electronic, magnetic, digital, or other recording of a moving image by a person, business, or other entity for a market audience with the intent of generating income. Still photographers require a permit only when:
 - i) The activity takes place at locations where or when members of the public are generally not allowed; or
 - ii) The activity uses models, sets, or props that are not a part of the location's natural or cultural resources or administrative facilities; or
 - iii) NPS would incur additional administrative costs to monitor the activity.

17. NPS Branding and Partnership Recognition

- a. The County will ensure that the NPS logo is visible and recognizable by the public on park signage within and around the Park and on publicity materials produced by the County or Cooperators.
- b. County and Cooperators will ensure their significant public materials acknowledge the Park is a National Park Service site and highlight the NPS partnership with County (and Cooperators as appropriate), such as within the bi-annual course catalog, home page of the Cooperators websites, any fundraising material, and historic and interpretive brochures.
- c. The County and the NPS will work to prepare a plan for overall signage within the Park. The plan may include comprehensive and systematic approach to wayfinding and signage throughout the Park.
- d. New exterior signage of any type must be reviewed and approved by the NPS prior to installation within the Park.

ARTICLE VI – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature in Article XIII (Effective Date) and will expire 10 years from that date (Expiration Date), unless terminated earlier per Article XII. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE VII – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. The key officials are:

1. For the NPS:

Awarding Officer (AO):

Andrew Lubner
Agreements Officer
National Park Service
National Capital Region
1100 Ohio Drive, SW
Washington, DC 20242
303 969-2378
andrew_lubner@nps.gov

Agreement Technical Representative (ATR):

Aaron LaRocca
Chief of Staff
National Park Service
George Washington Memorial Parkway
700 George Washington Memorial Parkway
McLean VA, 22101

<u>Aaron_LaRocca@nps.gov</u>
202-438-6619

2. For the County:

Administrating Department

David Dise
Director, Department of General Services
Montgomery County
101 Monroe Street, 9th Floor
Rockville, MD 20850
240-777-6191
david.dise@montgomerycountymd.gov

Regional Services Center

Ken Hartman
Director-Regional Services Center
Montgomery County
4805 Edgemoor Lane
Bethesda, MD 20814
240-777-8206
kenneth.hartman@montgomerycountymd.gov

County Executive Officer

Isiah Leggett
Montgomery County
101 Monroe Street, 2nd Floor
Rockville, MD 20850
isiah.leggett@montgomerycountymd.gov

Chief Administrative Officer

Timothy Firestine
Montgomery County
101 Monroe Street, 2nd Floor
Rockville, MD 20850
timothy.firestine@montgomerycountymd.gov

- B. **Communications**. The County shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. Changes in Key Officials. Neither the NPS nor the County may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VIII – AWARD AND PAYMENT

A. The County's financial contribution to this agreement consists of its allowable building and site costs and operating expenses. The NPS's contribution consists of

the Assigned Lands and Government Improvements and staff time and support for shared objectives.

- B. At the time of execution of this agreement, no award of funds by the NPS to the County is contemplated. In the event of an award beyond the Assigned Lands and Government Improvements, the commitment of funds in furtherance of this cooperative agreement will be authorized through a modification or individual task agreement issued against this cooperative Agreement. The following documentation will be submitted by the County prior to the issuance of a modification or award of a task agreement: Complete SF 424 form set (Application for Financial Assistance), budget breakdown with narrative, a proposal which includes a work plan/timeline, and complete breakdown of inkind contributions or matching funds, if applicable. Any funding modifications or task agreement awards are subject to availability of funds.
- C. In order to receive a financial assistance award and to ensure proper processing, the County must maintain its registration with the System for Award Management (SAM), accessed at http://www.sam.gov. Failure to maintain registration can impact obligations and payments under this agreement and/or any other financial assistance or procurements documents the County may have with the Federal government.

ARTICLE IX - PRIOR APPROVAL

The County shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

The County shall obtain prior written approval for any third-party agreements, in accordance with Article V(C)(2).

ARTICLE X - INSURANCE AND LIABILITY

- A. Insurance. The parties acknowledge that the County is self-insured.
- B. Cooperators Insurance. The County shall require Cooperators to (1) obtain liability insurance or (2) demonstrate present financial resources in an amount determined sufficient by the Government to cover claims brought by third parties for death, bodily injury, property damage, or other loss resulting from one or more identified activities carried out in connection with this financial assistance agreement.

- C. Insured. The federal government shall be named as an additional insured under any insurance policy that the County or Cooperators purchases.
- D. Indemnification. The County hereby agrees to indemnify the federal government, and NPS from claims and damages caused by any act or omission of the County, its officers, employees, or agents, this obligation shall survive the termination of this Agreement. The County shall require Cooperators to agree to indemnify the federal government and NPS from claims and damages caused by any act or omission of the Cooperators, their officers, employees, or agents.
 - 1. The County shall require the Cooperators to purchase public and employee liability insurance at its own expense from a responsible company or companies with a minimum limitation of <u>one million dollars (\$1,000,000)</u> per person for anyone claim, and an aggregate limitation of <u>three million dollars (\$3,000,000)</u> for any number of claims arising from any one incident. The policies shall name the United States as an additional insured, shall specify that the insured shall have no right of subrogation against the United States for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. The County shall provide the NPS with confirmation of such insurance coverage.
 - 2. The County shall provide workers' compensation protection to the County, its officers, employees, and agents, as required by law.
 - 3. The County shall cooperate with NPS in the investigation and defense of any claims that may be filed with NPS arising out of the activities of the County, its agents, and employees.
- E. Flow-down: For the purposes of this clause, "The County" includes such contractors or subcontractors as, in the judgment of the County, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.
- F. Any obligation or liability of the County arising from this Agreement is subject to and contingent upon the appropriation of funds and to the notice and damage caps established by Maryland law.
- G. This Agreement is not intended to create any rights or causes of action in any third parties or to increase the County's liability over and above the caps provided for in the applicable Maryland law.

ARTICLE XI – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities, and program income for which Federal Land and Facilities are assigned will be tracked and reported by semi-annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 6/30, 12/31. For the final SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted by the County via email to the NPS AO with a copy to the NPS Agreements Technical Representative.
- B. Specific projects, tasks or activities, for which Federal Land and Facilities are assigned will be tracked and reported by an annual submission of the standard approved OMB property reporting form the SF-429. A final SF-429 shall be submitted at the completion of the Agreement. The following reporting period end date shall be used for annual reports 6/30. For the final SF-429, the reporting period end date shall be the end date of the agreement. Annual reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date. All reports shall be submitted by the County via email to the NPS AO with a copy to the NPS Agreements Technical Representative.
- C. These reports shall be submitted by the recipient at least annually when the Federal Government retains interest in property issued to the recipient through the Federal award.
- D. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333, as permitted by law.

ARTICLE XII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of the County.
- B. Additional conditions may be imposed by NPS if it is determined that the County is noncompliant with the terms and conditions of this agreement. Remedies for noncompliance can be found in 2 CFR 200.338. If the County objects to the additional conditions, the County may terminate this Agreement.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XIII – GENERAL AND SPECIAL PROVISIONS

- A. **Subject to Applicable Laws**: This Agreement is subject to all applicable federal laws and regulations, including those applicable to cooperative agreements, and all applicable State and County laws and regulations.
 - 1. Non-Discrimination. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
 - 2. **Lobbying Prohibition**. 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation,

law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter–intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.

- 3. **Anti–Deficiency Act**. Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. Minority Business Enterprise Development. Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
- 5. **Assignment**. No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the assignee.
- 6. **Member of Congress**. Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 7. **Agency**. The County is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will it represent itself as such to third parties. NPS employees are not agents of the County and will not act on behalf of the County.

- 8. **Non-Exclusive Agreement**. This Agreement in no way restricts the County or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 9. **Survival**. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 10. **Partial Invalidity**. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11. Captions and Headings. The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 12. **No Employment Relationship**. This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and the County or its representatives. No representative of the County shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 13. **No Third—Party Rights**. This Agreement creates enforceable obligations between NPS and the County. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by, or any duties or obligation in favor of, persons or entities not a party to this Agreement.

B. Special Provisions

1. Public Information and Endorsements

- a. The County shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which state or imply governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the County represents. No release of information relating to this award may state or imply that the U.S. Government approves of the County's work products or considers the County's work product to be superior to other products or services.
- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer; The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- c. The County must obtain prior NPS approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- d. The County further agrees to include this provision in a subaward to a Cooperators, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2. Intellectual Property. The NPS shall not use any intellectual property of the County unless the County authorizes such in writing. The County and Cooperators shall not use any intellectual property of the United States of America, including but not limited to logos, trademarks, service marks, brand identifications, images of NPS employees in uniform, taglines, words, names, symbols, or any combination thereof, used to identify the NPS and/or any individual Park(s), unless the NPS authorizes such use in writing. The County and Cooperators shall not acquire any intellectual property in or related to Government Improvements. The County and Cooperators shall comply with all copyright laws.

- 3. Retention and Access Requirements for Records. All County and Cooperators financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337 and Director's Order 21 and as permitted by law. Records must be available for review or audit upon request by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- 4. Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving. Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, prohibits the use of text messaging while driving on official business or while using U.S. Government—supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company—owned or—rented vehicles, government—owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 5. **Seat Belt Provision**. The County is encouraged to adopt and enforce on—the—job seat belt use policies and programs for their employees when operating company—owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
- 6. **Trafficking in Persons**. This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
- 7. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
 - a. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112– 239).

- b. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

8. Reporting Subawards And Executive Compensation

a. NPS asserts that this agreement is subject to the Federal Funding Accountability and Transparency Act of 2006 and related guidance. As a governmental organization, the salaries of Montgomery County executives are publicly posted on the County's "Open Montgomery" website at data.montgomerycountymd.gov/browse?category=Human+Resources Reporting of executive salaries for cooperators shall be as reported on each cooperator's IRS Form 990 for the most recent reporting period.

9. Conflict of Interest

a. County must establish safeguards to prohibit its employees and Cooperators from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the County or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the County and/or County's employees and Cooperators in the matter.

- b. The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.
- c. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

10. Minimum Wages Under Executive Order 13658

- a. NPS asserts that Executive Order 13658 and its implementing regulations and policy apply to this agreement. NPS recognizes that the County is governed by the laws of the state of Maryland and by the Montgomery County Charters. If there is an apparent conflict of law between the Federal law, Maryland law, or the County Charters, the County shall notify NPS of the apparent conflict. If there is a conflict of law, the County will work with NPS to resolve the conflict of law in accordance with Federal law and Maryland law to comply with the terms of the agreement.
- b. Subcontractor compliance. The Cooperators shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order 13658 minimum wage requirements insofar as the Executive Order does not conflict with any State, County, or federal law. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages owed to their respective employees. This provision does not create rights in any third-party.
- c. The County shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

ARTICLE XIV - ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

Attachment A. Land Assignment Map

Attachment B. Annual Work Plan Template

Attachment C. Glen Echo Park Investment Account Agreement

Attachment D. Facilities Management Guidelines

Attachment B. GWMP Donor Recognition Plan

Attachment F. Donor Review Process

Attachment G. SF-424 - Application for Federal Assistance (Waived \$0 Property Assignment)

Attachment H. SF-424A - Budget Information - Non-Construction Programs
(Waived \$0 Property Assignment)

Attachment I. SF-424 B - Assurances - Non-Construction Programs (Waived \$0 Property Assignment)

Attachment J. SF-LLL - Disclosure of Lobbying Activities

The Standard Forms (SF) can be downloaded electronically at <u>www.grants.gov</u> or by contacting the NPS Awarding Officer.

ARTICLE XIV - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR MONTGOMERY COUNTY GOVERNMENT

Name: Isiah Leggett

Title: County Executive

FOR THE NATIONAL PARK SERVICE

Name: Andrew Lubner

Title: Awarding Officer

Attachment B Draft- 2019 Execution Copy Sub-Cooperator Agreement

COOPERATIVE AGREEMENT P18COO845

GLEN ECHO PARK PROGRAM MANAGEMENT AND OPERATIONS

ANNUAL WORK PLAN

- I. PARTIES: This Annual Work Plan (AWP) is entered into and agreed to by the National Park Service (NPS) George Washington Memorial Parkway and the Department of General Services, Montgomery County Government (Partner), Glen Echo Park Partnership for Arts and Culture (GEPPAC, Primary Cooperator), collectively known as "the Parties", with respect to Glen Echo Park, part of the George Washington Memorial Parkway. All terms and conditions of the Cooperative Agreement #P18C00845 are hereby incorporated by reference.
- II. YEAR: The NPS, the Partner and the Primary Cooperator agree to undertake the work described in this AWP with respect to the Glen Echo Park during the year starting on January 1, 2019, and ending December 31, 2019.

III. ANNUAL WORK PLAN NARRATIVE:

It is the Parties' intention to ensure that the Glen Echo Park (the "Park") is operated and maintained in such a manner that promotes the interpretation of the Park's historic resources while fostering the venue as an active arts and cultural destination. Recognizing that this is the first year under the new Cooperative Agreement, the Parties agree that the main *Focus* of this AWP will be to ensure a complete and seamless transition from the previous operational framework to the one provided under Cooperative Agreement #P18C00845. The Year's *Goals* are:

- Define and operationally implement the roles and responsibilities of each Party as provided for in the Cooperative Agreement.
- Attain consistent operation of the partnership providing for efficient Park management.
- Define and initiate the implementation of the General, Routine and Cyclical Maintenance plan.
- Define the scope and develop a priority list of Capital Improvements needed at the site.
- Update the sub agreements with all Cooperators to ensure the sub agreements meet the provisions under the Cooperative Agreement.
- Update and implement the public programming and interpretative services plan in compliance with the provisions under the Cooperative Agreement.
- Complete Cooperative Agreement Required Attachments

IV. NPS, COUNTY, and COOPERATOR'S ROLES and SCHEDULE: Work Projects to be undertaken and roles of the Parties during the Plan Year are described below. Each Cooperator will have a section that will cover their plans and responsibilities under six categories: Operations, Visitor Services, Maintenance, Resource Management, Fundraising, and Special Projects:

A. NPS

1. Operations

NPS will participate in the quarterly meetings to be held as detailed on this AWP. NPS will report on open projects' progress, capital improvements planning efforts, National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) compliance.

2. Visitor Services

NPS will provide uniformed NPS rangers or Volunteers-in-Parks who will provide interpretative programs on the history of the Park. NPS' provided personnel will report to the Park on the following schedule and their base of operations will be the Candy Corner building. NPS staff will maintain daily communication with the Primary Cooperator's representatives to ensure that services are provided in a coordinated manner:

Days	Hours

3. Maintenance

NPS will review and inform capital improvement requests as defined in the Cooperative Agreement.

NPS will provide grounds keeping services in the Co-Managed Area (Clara Barton National Historical Site Parking Lot) as defined on the Cooperative Agreement.

4. Law Enforcement

NPS will provide for routine and emergency law enforcement for the Park

5. Resource Management

NPS has assigned to the County the responsibility to oversee and coordinate the remaining aspects of resource management and remains responsible for NEPA and NHPA compliance.

6. Fundraising

NPS has assigned to the County the responsibility to oversee and coordinate fundraising efforts/events.

All Fundraising will be compliant with Director Order 21 and requires a Philanthropic Partnership Agreement.

7. Special Projects

NPS will lead and implement two capital improvement projects this year.

- Carousel Roof Replacement
 - o Start date: 7/01/2019
 - o NEPA/NHPA status: Categorical Exclusion/Streamline Review Completed
 - o Estimated completion date: winter 2019
- Carousel Fire Suppression System Replacement and Band Organ Room Renovation
 - o Start date: fall 2019
 - o NEPA/NHPA status: Categorical Exclusion/Streamline Review Completed
 - o Estimated completion date: winter 2019
- Replace 5-ton heat pump servicing office space under brick restroom facility
 - o Start date: March 15, 2019
 - o Estimated completion date:
 - o NEPA/NHPA status: Categorical Exclusion/Streamline Review ongoing
- Complete Attachment D, the Facilities Management Guideline
 - o Start Date: July 21, 2018
 - o End Date December, 31, 2019

B. COUNTY

The County has been assigned the use and day-to-day management of the Park, subject to the conditions of the Cooperative Agreement. The County retains overall responsibility but has in turn sub-assigned daily operations of the Park to its Primary Cooperator, GEPPAC.

1. Operations

The County will lead quarterly meetings with NPS and GEPPAC to discuss Park's operations, the status of the AWP and any other relevant matters identified during the previous quarter. Meetings will be held at GEPPAC's offices at a time to be agreed by the Parties, the 4th Wednesday of the 1st month of each quarter, as detailed below:

1 st Quarterly Meeting	TBD
2 nd Quarterly Meeting	TBD
3 rd Quarterly Meeting	Wednesday, July 24, 2019
4 th Quarterly Meeting	Wednesday, October 23, 2019

The County has assigned to the Primary Cooperator the responsibility of preparing a draft agenda which will be circulated to the parties a week in advance of every scheduled meeting. After each meeting, the Primary Cooperator will prepare and circulate for approval the meeting minutes.

2. Visitor Services

The County has sub assigned to the Primary Cooperator the responsibility to oversee and coordinate visitor services.

3. Maintenance

The County will provide General, Routine and Cyclical Maintenance in the Assigned Area (as defined on the Cooperative Agreement) as provided on the following schedule. Stated frequencies represent minimum levels to meet preventive inspection cycles, frequencies can be increased based on operational needs.

Task	Frequency
nds	
Snow removal	As needed
Sidewalks/asphalt walks	As needed
Parking surfaces	As needed
Fencing	As needed
	nds Snow removal Sidewalks/asphalt walks Parking surfaces

5)	Security gates	As needed
6)	Fall arrest systems	Annually
Build	ing's Exterior	
1)	Handrails/Stairs/Ramps	As needed
2)	Building envelope repairs	As needed
3)	Roof	Annually
Build	ing's Interior	
1)	Custodial	Daily
2)	Locksmith services	As needed
Elect	rical	
1)	Emergency generators	Quarterly
2)	Site and building components	As needed
Life S	afety	
1)	Fire Alarms	Annually
2)	Sprinkler systems	Annually
3)	Fire extinguishers	Annually
HVA	Systems	
1)	Building Automation Systems	Annually
2)	HVAC components	Semi annually
Plum	bing Systems	
1)	Water supply site systems	As needed
2)	Sewer management site systems	As needed
3)	Storm water collection site systems	As needed

4)	Grease interceptors	Annually
5)	Fire hydrants	Annually
6)	Building's water supply systems	As needed
7)	Building's sewer management systems	As needed
Telec	ommunications	
1)	Site systems	As needed
Verti	cal Transportation Systems	
1)	Elevators	Monthly

The County will provide General, Routine and Cyclical Maintenance in the Co-Managed Area (Clara Barton National Historical Site Parking Lot, as defined on the Cooperative Agreement Attachment A) as provided on the following schedule. Stated frequencies represent minimum levels to meet preventive inspection cycles, frequencies can be increased based on operational needs.

	Task	Frequency
Grou	nds	
1)	Snow removal	As needed
2)	Sidewalks/asphalt walks	As needed
3)	Parking surfaces	As needed
4)	Paint	As needed
Elect	rical	
1)	Site components	As needed
Plum	bing Systems	1
1)	Storm water collection site systems	As needed
2)	Fire hydrants	Annually

Maintenance services will be provided by the County's Department of General Services, Division of Facilities Management. The County will rely on its own and contractor forces to provide the required services. The County used Oracle eAM to track maintenance work orders. The County will provide NPS and GEPPAC a quarterly summary of all work orders generated for the Park, including a completion status.

4. Resource Management

The County has sub assigned to the Primary Cooperator the responsibility to oversee and coordinate resource management.

5. Fundraising

The County has sub assigned to the Primary Cooperator the responsibility to oversee and coordinate fundraising.

The County and the Primary Cooperator will work to complete the Donor Review Process, Attachment F. of the Cooperative Agreement by December 21, 2019.

Projects and programs the park and partner agree to work on and fundraise for that year

- C. Include budget provided by partner
- D. Include NPS intent, if any, to utilize government funds or other support Fundraising Activities
 - E. How does a partner raise funds?
 - F. What do they need from NPS?

Donor Cultivation Activities

- G. Schedule of known or planned events or activities
- H. Expectations of NPS subject matter expert and authorized employee participation Checkout Counter Donation Program

Electronic Giving

- I. Partner intent for use of electronic giving
- J. NPS website use
 - 1. Partner link from NPS website
- K. Crowdfunding

NPS Cause Marketing

1. Special Projects

In line with the previously stated *Focus* and *Goals* of this first AWP under the Cooperative Agreement, the County has not planned for any Special Projects to take place. The Parties recognize that all efforts will be centered on transitioning into the new operational framework. The Parties recognize that during the Year, conditions may

arise that could warrant drafting and implementation of a Special Project at which time the County will notify NPS and the Primary Cooperator.

- Complete Attachment D, the Facilities Management Guideline
 - o Start Date: July 21, 2018
 - o End Date December, 31, 2019
- Complete Attachment F, Donor Review Process
 - o Start Date: July 21, 2018
 - o End Date December, 31, 2019

L. GEPPAC (Primary Cooperator)

The County has been assigned the use and day-to-day management of the Park, subject to the conditions of the Cooperative Agreement. The County retains overall responsibility but has, in turn, sub-assigned daily operations of the Park to its Primary Cooperator, GEPPAC.

1. Operations

The Primary Cooperator will oversee and manage the day-to-day operations of the Park. In such capacity, it will monitor and ensure that facility inspections are conducted as established on this AWP.

The Primary Cooperator will be responsible for meeting the reporting requirements of OSHA Programs and will ensure that files are kept onsite and reports are posted as required under the applicable regulations.

The Primary Cooperator will participate on the Quarterly Meetings established on this AWP, will serve as the record keeper and will report on the Park's operation.

2. Visitor Services

The Park will be open to the public daily from 6:00 am to 1:00 am. However, special events may lead to extended operating hours which will be accommodated on a case-by-case basis.

The Park will follow the County's operational guidelines for emergency-related closures. In the event of a Federal shutdown, the County will follow Article V.C.8 of the Cooperative Agreement.

The County and the Primary Cooperator will continue to hold and build on the recurrent events, public special events and ongoing activities developed under the previous Cooperative Agreement, which include but are not limited to:

Event	Scheduled Date

Carousel Day	April 27, 2019
Gala in the Park	May 18, 2019
Washington Folk Festival	June 1- 2, 2019
Labor Day Art Show and Open House	Aug 31 – Sept 2, 2019
Irish Music Showcase	September 2, 2019
Summer Concerts	June – August 2019
Art Walk	Fridays, May – September 2019
Fall Frolic	October 26, 2019
Winter's Eve	December 7, 2019
Children's Theatre performances	Daily
Children's Puppetry performances	Daily
Art Studio Open houses/demonstrations	Daily
Gallery openings/exhibitions	Daily
Public dances/dance lessons	Daily
Public concerts / talks	Daily
Nature / Aquarium education programs	Daily
Birthday parties, event rentals, meetings	Daily
Adult, youth and children's camps, workshops and classes	Daily
Preschool age programs	Daily
Drop in arts and crafts activities	Daily

For these events, the NPS will not provide any additional visitor services. The park retains the right to conduct visitor services if staffing levels allow for our participation. This includes, but is not limited to, visitor contact station, stationary interpretation, use of the mobile visitor center, interpretive programs, Jr. Ranger programs and informal visitor contacts/roves. The NPS will be required to share schedule in advance of event.

Additional public and private events consistent with the Cooperative Agreement's provisions will continue to be developed by the Primary Cooperator. The Park's event schedule and class catalog will be kept up to date by the Primary Cooperator and be accessible to the general public on GEPPAC's website (https://glenechopark.org/). As a reference, 2018 blanket permit requests are included in Attachment A and will be submitted quarterly to NPS for approval. The Primary Cooperator will use social media (e.g. Facebook, Twitter, Instagram, etc.) to promote and communicate events to be held at the Park. Updated brochures will be kept on GEPPAC's website and printed copies will be available on site.

The Primary Cooperator is responsible for signage throughout the Park. Temporary signage for exhibitions, open studios and other events will be placed on the day of the event and removed when activities conclude.

The rental rates for the Park's facilities as already established shall be revised after review of market rate pricing as needed annually (documentation will be made available upon request). The current fee structure is available on GEPPAC's website (https://glenechopark.org/rentals-pricing) and a copy is included on Appendix B. No fees are charged for access to the Park.

This Year, the Primary Cooperator and the County will revise existing Cooperator Agreements that were executed under the prior Cooperative Agreement. As of the date of the issuance of this AWP, the following Cooperators have agreements pending revision:

Cooperator	Permitted Use		
Adventure Theatre MTC	Performing arts theater for children and family age audiences, after school theatre programs, musical theatre training, summer camp for children, special events, and administrative office.		

Art Glass Center at Glen Echo	Classes, studio use and displays/art sales featuring kiln-formed art glass		
Stone Tower Studio	Painting and drawing studio, sale of artistown work and classes.		
Paul Swartwood/Glen Echo Glassworks	Creation of original blown glass artwork instruction/education and demonstration about glassblowing and sale of work made by the resident artist and his assistants.		
Under the Sea/Glen Echo Park Aquarium	Educational programs primarily related to the Chesapeake Bay and the Chesapeake Bay watershed in aquatic life, nature and the environment for families and children including exhibitions, live species demonstrations and interactive teaching.		
Glen Echo Pottery, Inc.	Pottery and Clay instruction, demonstrations, exhibitions and sale of pottery.		
Photoworks	Photography fine arts production, exhibition and education		
the Puppet Co.	Puppetry and all approved puppetry activities, including creation of original works, puppetry performances for adults and children, presentation of touring puppet theaters, puppetry educational programs.		
Nizette Brennan (Sculpture Studio)	Sculpture studio for stone carving classes, workshops and demonstrations.		
Blair Anderson (Silverworks)	Silversmithing workshop for the creation and teaching of traditional jewelry making; sale of artwork by artist and assistants/faculty		
Washington Conservatory of Music	Music lessons (group and private), lectures, rehearsals, music recording, and other music related performances and programs.		

WaltArt Inc. dba Yellow Barn Studio	Painting	and	drawing	classes,
and Gallery	demonstrations and workshops, and gallery			
	exhibitions/art sales			

Cooperators that create art pieces for retail sale independently establish their respective pricing schedules. The Primary Cooperator will actively pursue the identification of additional Cooperators to enhance the Park's offerings in accordance with the provisions of the Cooperative Agreement.

The Primary Cooperator will use volunteers to assist with: special events and festivals; dances; programs such as camps, drop-in art activities, and classes; facilities, park maintenance and beautification tasks; grounds maintenance tasks; board membership and board committees; office and administrative work; and special projects. Volunteers will be provided training as necessary for the tasks given. The Primary Cooperator will report during the quarterly meetings about volunteer participation in Park events.

The Primary Cooperator will maintain the calendar of events up to date and accessible on GEPPAC's website https://glenechopark.org/calendar?field event type value=All

3. Maintenance

The Primary Cooperator will provide for General, Routine and Cyclical Maintenance of the Park components as specified below. Repair requests will be referred to the County's Division of Facilities Management, which will in turn assign in-house or contractor resources to perform the maintenance work. Stated frequencies represent minimum levels to meet preventive inspection cycles, frequencies can be increased based on operational needs.

	Task	Frequency	
Grou	Grounds		
1)	Groundskeeping	Biweekly	
2)	Sidewalks/asphalt walks – inspections	Quarterly	
3)	Parking surfaces – inspections	Quarterly	
4)	Fencing – inspections	Quarterly	
5)	Signage	Quarterly	
6)	Security gates – inspections	Quarterly	

7)	Litter pickup	Daily
8)	Pest Control	Monthly
9)	Playground equipment	Quarterly
10)	Picnic tables	Quarterly
11)	Storage pens	Quarterly
Build	ing's Exterior	
1)	Paint	Annually
2)	Window cleaning	Annually
3)	Doors	Quarterly
4)	Signage	Quarterly
5)	Site furniture	Quarterly
6)	Handrails/Stairs/Ramps – Inspections	Quarterly
7)	Surface storm drain cleaning	Monthly
8)	Roofing – report leaks	As needed
Build	ing's Interior	
1)	Paint	Annually
2)	General carpentry/millworks	As needed
3)	Signage	Annually
4)	Pest control	Monthly
5)	Ceiling tile replacement	As needed
6)	Furnishings	As needed
7)	Floor coverings	Annually
Electi	rical	

1)	Relamp, change ballasts, replace bad receptacles/switches	As needed		
2)	Exterior neon lighting	As needed		
3)	Report failures	As needed		
Life Safety				
1)	Report failures	As needed		
HVAC Systems				
1)	Report failures	As needed		
Plumbing Systems				
1)	Water supply – Report failures	As needed		
2)	Sewer management site systems – Report failures	As needed		
3)	Storm water collection site systems – Report failures	As needed		
Telecommunications				
1)	Office phone lines and internet connections	As needed		
Vertical Transportation Systems				
1)	Elevators – report failures	As needed		
Refuse/Recycling Management				
1)	Collection	Weekly		
Security Services				
1)	Alarms	Quarterly		
Carousel and Band Organ				
1)	Inspections and preventive maintenance	Quarterly		
Audiovisual, Sound and Stage Lighting Systems				
1)	Inspections and preventive maintenance	Quarterly		

The Primary Cooperator will provide General, Routine and Cyclical Maintenance in the Co-Managed Area (Clara Barton National historical Site Parking Lot, as defined on the Cooperative Agreement) as provided on the following schedule. Stated frequencies represent minimum levels to meet preventive inspection cycles, frequencies can be increased based on operational needs.

	Task	Frequency			
Grounds					
1)	Sidewalks/asphalt walks – Inspections	Quarterly			
2)	Parking surfaces – Inspections	Quarterly			
3)	Paint – Inspections	Quarterly			
4)	Signage	Quarterly			
5)	Litter pickup	Weekly			
6)	Pest Control	Monthly			
Elect	rical				
1)	Site components – Inspections	Quarterly			
Plum	bing Systems				
1)	Storm water collection site systems – Inspections	Quarterly			
Oper	ational				
1)	Event parking management	As needed			

4. Resource Management

The Primary Cooperator agrees to perform work only within the confines of this AWP and any NEPA categorical exclusions which apply to the Park and operations as described on this AWP. The Primary Cooperator will communicate to the County and the County in turn to NPS, any resource management need beyond this AWP required to comply with NEPA and Section 106 of NHPA.

As detailed under section IV.C.3, the Primary Cooperator will be responsible for the

Annual Work Plan Cooperative Agreement P18AC00845

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Attachment B Draft- 2019 Execution Copy Sub-Coop

implementation and management of the Integrated Pest Control, Groundskeeping and Solid Waste strategies, all of which will be on compliance with the Cooperative Agreement's provisions.

5. Fundraising

All Fundraising will be compliant with Director Order 21 and requires a Philanthropic Partnership Agreement.

The Primary Cooperator may use donation boxes in a park. The primary cooperator will manage donation boxes with proper and necessary internal control measures (same as those for NPS-administered donation boxes); and 20 percent of funds collected from the donation box may use for administrative costs related to accounting of the funds collected, and for the building, installation, and maintenance of the box. Such donation boxes must recognize the partner's role as owner of the box and manager of the proceeds. Additionally, donation boxes must clearly inform the public of how the money will be used.

The County and the Primary Cooperator will continue to pursue and build on the recurrent fundraising events developed under the previous Cooperative Agreement, which include but are not limited to:

- Onsite donations collected in person from attendees through designated donation jars located with and monitored by a staff member at events.; opportunities to join as a member though brochures or with a staff member at events; freestanding locked donation collection kiosks in the Carousel and Comfort Station and online donations
- Fundraising events such as the annual Gala in the Park, annual House Tour and other smaller special events such as membership drives and appreciation events
- Grant applications to government entities such as Montgomery County and the State of Maryland.
- Grant applications and direct solicitation to Foundations and Corporate funders.
- Individual appeals to community members and community/neighborhood associations.
- Participation with other groups in Glen Echo Park, Montgomery County, or in the District Maryland and Virginia in joint fundraising efforts for the arts and humanities and/or historical preservation groups.

The Primary Cooperator will continue to, in coordination with the County, develop an additional agreement to document the partner's annual fundraising activities and donor recognition, as well as, capital fundraising. The information included in this AWP is a general summary of the expected annual fundraising activities and goals authorized under those separate agreement(s).

6. Special Projects

In line with the previously stated *Focus* and *Goals* of this first AWP under the Cooperative Agreement, the Primary Cooperator has not planned for any Special Projects to take place. The Parties recognize that all efforts will be centered on transitioning into the new operational framework. The Parties recognize that during the Year, conditions may arise that could warrant drafting and implementation of a Special Project at which time the Primary Cooperator will notify the County, which in turn will notify NPS.

V. BUDGET

The combined estimated cost to carry out this AWP as detailed under each Party's section (Section IV, A, B and C) during the Plan Year is \$______. Budget breakdown and funding sources are described below

Party	Funding Sources	Estimated Budget
NPS		
County	General Fund	\$375,000 Utilities \$400,000 General Maintenance
Primary Cooperator	Grants Arts and Humanities Council of Montgomery County, State Arts Council – State of Maryland, private foundations Donations – individual, corporate Earned Income – event rentals, resident group fees, user fees, class fees, admissions, art sales, carousel ticket sales	\$2.1M Annual Budget

VI. MODIFICATIONS: Proposed deviations from this AWP during the Plan Year require the concurrence of both parties in writing. Modifications to this Plan will be subject to all

terms and conditions of the Cooperative Agreement. This Plan will expire on the last day of the Plan Year.

VI. AUTHORITIES: The NPS has consulted with the Department of the Interior's Solicitor's Office regarding the authorities to carry out the Annual Work Plan and to accept any goods and services described in Section IV.

The NPS enters into this Agreement under the authority of:

- (1) what is commonly known as the NPS Organic Act, 54 U.S.C. §10101(a) et seq., which authorizes the NPS to undertake activities in furtherance of NPS mission objectives, and particularly 54 U.S.C. §101702 (c), which authorizes the NPS to enter into agreements with third-parties for the presentation of interpretive demonstration programs;
- (2) 54 U.S.C. §101101, which authorizes the NPS to accept donations in furtherance of NPS
- (3) NPS to identify other authorities specific to the situation.
- VII. ADDITIONAL PROVISIONS: None

VIII. **SIGNATURES:**

IN WITNESS WHEREOF, the parties have executed this Annual Work Plan as of the date the last signature is affixed.

NATIONAL PARK SERVICE:

By:	Date					
MONTGOMERY COUNTY, PARTNER:						
By:Printed Name:	Date					
Title:						
GLEN ECHO PARK PARTNERSHIP FOR ARTS AND CULTURE (GEPPAC), PRIMARY COOPERATOR:						
By:Printed Name: Title:	Date					

APPENDIX A

BLANKET PERMITS